

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEW MEXICO**

DELFINO PEDROZA and LILIANA ANDRADE,

Plaintiffs,

vs.

No. CIV 07-0591 JB/RHS

LOMAS AUTO MALL, INC.; M. D. LOHMAN d/b/a  
LOHMAN MOTORS; WESTERN SURETY COMPANY;  
USAA CASUALTY INSURANCE COMPANY d/b/a USAA;  
and INDEPENDENT AUTO DEALERS SERVICE  
CORPORATION, LTD.

Defendants.

**JUDGMENT ORDER**

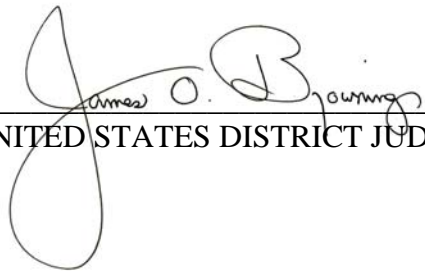
Following a jury trial that ended on June 25, 2009, and based on the jury's verdict as well as pretrial rulings, IT IS ORDERED:

1. Plaintiffs Delfino Pedroza and Liliana Andrade are awarded total actual damages in the amount of \$15,702.95, against M. D. Lohman d/b/a Lohman Motors ("Lohman Motors") for fraud and for violations of the New Mexico Unfair Practices Act, NMSA 1978 §§ 57-12-1 *et seq.* ("UPA").
2. Plaintiffs are awarded total punitive damages in the amount of \$33,000 against Lohman Motors for fraud.
3. Due to the jury's finding that Lomas Auto Mall, Inc. ("LAM") breached the warranty of title concerning the vehicle at issue and that LAM participated in a civil conspiracy with Lohman Motors to violate the UPA, LAM is liable, jointly and severally with Lohman Motors, to Plaintiffs for actual damages of \$5,710.95 (all actual damages minus the \$9,992 in actual damages awarded under fraud only).

4. Due to the jury's finding that Lohman Motors defrauded Plaintiffs, Western Surety Company ("Western Surety") is liable, jointly and severally with Lohman Motors, to Plaintiffs for actual damages of \$13,202.95 (all actual damages minus the \$2,500 in actual damages awarded for humiliation and aggravation), plus any amount that the Court awards for attorney fees and costs attributable to Plaintiffs' prosecution of the fraud claim against Lohman Motors. Western Surety's liability related to the surety bond for Lohman Motors is capped at \$50,000, which represents the undistributed amount of this surety bond.
5. Due to the jury's finding that LAM breached the warranty of title, Western Surety is liable, jointly and severally with LAM, to Plaintiffs for actual damages of \$3,210.95 (damages of \$3,196 for loss of use plus damages of \$14.95 for out-of-pocket expenses), plus any amount that the Court awards for attorney fees and costs attributable to Plaintiffs' prosecution of the breach of warranty of title claim against LAM. Western Surety's liability related to the surety bond for LAM is capped at \$34,421.05, which represents the undistributed amount of this surety bond.
6. Plaintiffs can only recover each element of actual damages once. Thus, as soon as Plaintiffs receive payment for an element of actual damages from any party liable for the same, all other parties liable for this same element of damages are no longer liable for that element of actual damages, notwithstanding any pending third party indemnity claims in this lawsuit.
7. Plaintiffs are awarded \$100 in statutory damages against Defendant USAA Casualty Insurance Company d/b/a USAA for violations of the UPA.
8. Any award of attorney fees and costs will be handled by a later supplemental order(s).
9. Post-judgment interest shall accrue on all amounts awarded per 28 U.S.C. § 1961 or, specifically, at the annual rate of 0.45% percent per annum, which rate is equal to the weekly

average 1-year constant maturity Treasury yield for the week ending August 28, 2009.

10. Plaintiffs shall be entitled to an award of reasonable attorneys fees and costs incurred in collection efforts, to be awarded after a hearing before this Court.



A handwritten signature in black ink, appearing to read "James O. Downing", is written over a horizontal line. Below the line, the text "UNITED STATES DISTRICT JUDGE" is printed in a serif font.

UNITED STATES DISTRICT JUDGE